

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

APCO Worldwide LLC

**2. Registration Number**

6582

**3. Name of Foreign Principal**

Abu Dhabi National Oil Company

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? April 4, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant shall provide strategic communications and media relations services within the United States to represent the UAE's climate envoy in its interactions with the United States as it relates to the global climate agenda. A copy of the Registrant's updated agreement is attached. The fully executed copy was received by the Registrant on June 13, 2021.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant shall provide a mutually agreed amount of strategic communications and media relations services within the United States to represent the UAE's climate envoy in its interactions with the United States as it relates to the global climate agenda.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The Registrant's activities will include communications on behalf of the foreign principal within the United States to media and other organizations to represent the UAE's climate envoy in its interactions with the United States as it relates to the global climate agenda.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

The Registrant has provided strategic counsel and support on messaging and potential media relations within the United States to represent the UAE's climate envoy in its interactions with the United States as it relates to the global climate agenda.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
N/A	N/A	N/A	N/A

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
N/A	N/A	N/A	N/A

Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
N/A	N/A	N/A	N/A

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
June 16, 2021	Margery Kraus	<div>Sign</div> /s/ Margery Kraus eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>



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**COMMUNICATIONS SERVICES AGREEMENT  
FOR U.S. Services**

This AGREEMENT is made on the date of the later of the two signatures of the PARTIES below (the "EFFECTIVE DATE"), by and between:

- (1) Abu Dhabi National Oil Company (ADNOC), a company established under the laws of ABU DHABI, and having its registered office address at PO Box 898, Abu Dhabi, UAE, Abu Dhabi, United Arab Emirates (the "COMPANY"); and
- (2) APCO Worldwide FZ LLC, a company organised and existing under the laws of Dubai, UAE, and having its office address at Park Rotana Office Complex, 4-08 & 4-09, 4th Floor Khalifa Park, Abu Dhabi, United Arab Emirates (the "CONTRACTOR").

Each of the COMPANY and the CONTRACTOR shall be a "PARTY" and together, the "PARTIES".

**NOW THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the PARTIES hereby agree as follows:

**1. GENERAL**

This AGREEMENT sets out the terms and conditions upon which the CONTRACTOR shall perform the SERVICES, during the TERM and the terms, conditions and FEES that will apply to the performance of any such SERVICES.

**2. AGREEMENT DOCUMENTS AND INTERPRETATION**

2.1 This COMMUNICATIONS SERVICES AGREEMENT and the following ANNEXURES (each an "AGREEMENT DOCUMENT") shall constitute the agreement between the PARTIES (the "AGREEMENT"), and each shall be read and construed as an integral part of the AGREEMENT:

- (a) ANNEXURE 1 (the "SPECIAL CONDITIONS");
- (b) ANNEXURE 2 (the "GENERAL TERMS AND CONDITIONS");
- (c) ANNEXURE 3 (the "DESCRIPTION OF SERVICES, FEES, INVOICING PROCEDURES, & SITE"); and
- (d) ANNEXURE 4 (the "ICV IMPROVEMENT PLAN").

2.2 In the event that there is a conflict or ambiguity between the terms of this COMMUNICATIONS SERVICES AGREEMENT and any of the ANNEXURES, this COMMUNICATIONS SERVICES AGREEMENT shall prevail. In the event that there is a conflict or ambiguity between the ANNEXURES, then the ANNEXURES shall take the order of precedence in which they appear.

**3. KEY DATES**

- 3.1 Commencement date: April 4, 2021 (the "COMMENCEMENT DATE").
- 3.2 Completion date: June 30, 2021 (the "COMPLETION DATE").

**4. TERM**

The term of the AGREEMENT (the "TERM") shall be the period starting from (and including) the EFFECTIVE DATE and ending on the COMPLETION DATE. The TERM may be extended for an additional period of one (1) year (the "EXTENDED TERM") if agreed by the PARTIES in writing.

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P.O. BOX 77875,  
ABU DHABI, UAE

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**5. FEES**

USD \$45,000, plus any UAE VAT payable in accordance with Article 5 of ANNEXURE 2 (the “FEES”), as further detailed in ANNEXURE 3.

*Signature*

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*Signature*

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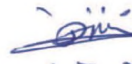
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IN WITNESS WHEREOF, the AGREEMENT RFT 6000005261 has been executed by duly authorised representatives of the PARTIES.

For and on behalf of:  
ABU DHABI NATIONAL OIL COMPANY

For and on behalf of:  
APCO WORLDWIDE FZ LLC

By:   
Name: **Jasim M. Saeed**  
Title: **Senior Vice President, Group Procurement**  
Date: 07/06/2021

By:   
Name: **Muhannad Al Badier**  
Title: **Managing Director**  
Date: **25/5/2021**



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## ANNEXURE 1 – SPECIAL TERMS AND CONDITIONS

The following SPECIAL CONDITIONS supplement and/or amend the GENERAL TERMS AND CONDITIONS. In the event of any inconsistency, ambiguity or conflict between the terms or interpretation of these SPECIAL CONDITIONS and the GENERAL TERMS AND CONDITIONS, these SPECIAL CONDITIONS shall prevail, and the GENERAL TERMS AND CONDITIONS shall be deemed amended to the extent necessary to eliminate such inconsistency, ambiguity or conflict.

1. A new Article 1.2 of the GENERAL TERMS AND CONDITIONS shall be included as follows:

**“1.2 IN-COUNTRY VALUE**

- (a) *The CONTRACTOR shall comply with the terms of the plan attached as ANNEXURE 4 detailing the in-country value to be achieved by the CONTRACTOR during the performance of the AGREEMENT (“ICV IMPROVEMENT PLAN”) and confirms that the annual targets set out in the ICV IMPROVEMENT PLAN shall be achieved by the dates specified therein.*
- (b) *Upon achievement, partially or in full by the CONTRACTOR of the annual target set out in the ICV IMPROVEMENT PLAN for the particular year (“ANNUAL ICV TARGET”), the CONTRACTOR shall be entitled to payment of a portion of the amount payable to the CONTRACTOR for achievement of the ANNUAL ICV TARGET for that year (“ICV PAYMENT”) calculated on a pro-rata basis based on the percentage of the ANNUAL ICV TARGET achieved, provided that the CONTRACTOR shall not be entitled to any ICV PAYMENT for any targets set out in the ICV IMPROVEMENT PLAN that have not been achieved by the date of completion of the SERVICES.*
- (c) *In the event that the CONTRACTOR does not comply with the obligations set out in the ICV IMPROVEMENT PLAN then the CONTRACTOR shall notify the COMPANY and shall use its best endeavours to remedy the breach prior to the date of completion of the SERVICES. Any material failure by the CONTRACTOR to meet the targets set out in the ICV IMPROVEMENT PLAN by the date of completion of the SERVICES shall be considered a material breach of the AGREEMENT and shall entitle the COMPANY to terminate the AGREEMENT in accordance with Article 17.1(a)(iii).”*

2. Article 8.2 of the GENERAL TERMS AND CONDITIONS shall be replaced as follows:

*“The obligations of confidentiality and non-disclosure shall not apply to the extent that the CONFIDENTIAL INFORMATION, (i) was at the time of receipt already in CONTRACTOR’s possession, (ii) is, or becomes in the future, public knowledge through no fault or omission of CONTRACTOR, or (iii) was received from a third party having a right to disclose it. The obligations of confidentiality contained in this Article 8 shall survive the expiry or termination of this AGREEMENT. COMPANY acknowledges that CONTRACTOR will file a copy of this AGREEMENT with the U.S. Department of Justice in accordance with the Foreign Agents Registration Act, 22 U.S.C. § 611 et seq. (“FARA”) and will make all filings and disclosures as are necessary under FARA.”*

3. Article 14 of the GENERAL TERMS AND CONDITIONS shall be replaced as follows:

*“The CONTRACTOR shall not be entitled to subcontract all or any part of the SERVICES without the prior written approval of the COMPANY.”*

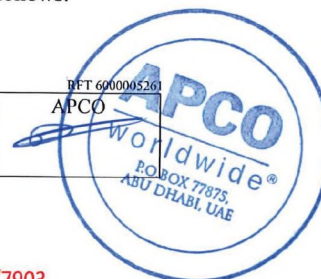
4. Article 17.1(b) of the GENERAL TERMS AND CONDITIONS shall be replaced as follows:

*“for any reason, upon at least thirty (30) days’ notice to CONTRACTOR.”*

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5. Article 17.2 of the GENERAL TERMS AND CONDITIONS shall be replaced as follows:

*"In the case of any termination under this Article 17, the COMPANY shall pay for the portion of the SERVICES performed prior to the date of termination. In the case of termination under Article 17.1(b) the COMPANY shall reimburse the CONTRACTOR for its reasonable costs (excluding profit and overhead) incurred as a direct result of the termination which could not reasonably have been mitigated by the CONTRACTOR and are not otherwise covered by payments from the COMPANY to the CONTRACTOR in accordance with this Article 17. The CONTRACTOR's entitlement to payment pursuant to this Article 17 shall be the CONTRACTOR's sole and exclusive remedy arising out of, or in any way in connection with, the termination and the reasons for the termination."*

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**ANNEXURE 2 – GENERAL TERMS AND CONDITIONS****1. PROVISION OF SERVICES**

1.1 The CONTRACTOR shall provide the SERVICES in accordance with this AGREEMENT, including by providing such SERVICES at the SITE (if applicable) and by the COMPLETION DATE. The description of the SERVICES and SITE (if any) are set out in ANNEXURE 3. The CONTRACTOR acknowledges and agrees that it has been supplied with all information and requirements needed to provide the SERVICES in accordance with this AGREEMENT and has determined such information to be appropriate for the performance of its obligations under this AGREEMENT. The CONTRACTOR shall at all times:

- (a) keep itself fully informed of the COMPANY's requirements for the SERVICES;
- (b) consult regularly with the COMPANY when performing the SERVICES; and
- (c) avoid interfering with or disrupting any SERVICES being performed at the SITE by others (including the COMPANY).

**2. STANDARD OF SERVICES**

2.1 The CONTRACTOR shall ensure that the SERVICES are at all times performed:

- (a) with the exercise of the skill, care, diligence, prudence, foresight and judgement which would be expected from a suitably skilled, trained and experienced person operating to the standard that would be expected of an internationally renowned and leading provider of services similar to the SERVICES;
- (b) with due expedition and in a timely manner;
- (c) in compliance with the highest standards with regards to health, safety and environment ("HSE") in accordance with good industry practice, including in respect of the notification of HSE incidents and material hazards to the COMPANY; and
- (d) in accordance with the HSE policies and requirements of the COMPANY whilst at any of the COMPANY's premises and any HSE requirements specific to the SERVICES.

**3. DEFECTIVE SERVICES**

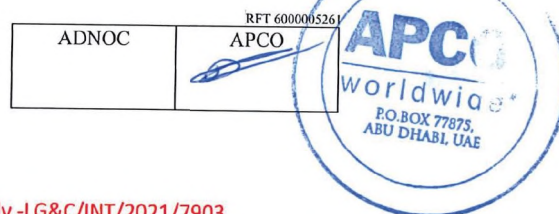
If the COMPANY considers that the performance of all or part of the SERVICES by the CONTRACTOR is not in accordance with this AGREEMENT, the COMPANY may by notice to the CONTRACTOR require the CONTRACTOR to correct such defect. The CONTRACTOR shall, within the time period specified in any such notice (or if no time period is specified, within a reasonable time), perform again, at its sole risk and cost, any such SERVICES until the SERVICES are reasonably satisfactory to the COMPANY.

**4. COMPLETION CERTIFICATE**

Following the stage at which the CONTRACTOR has fulfilled all of its obligations under this AGREEMENT to the satisfaction of the COMPANY, the COMPANY shall notify the CONTRACTOR in writing (a "COMPLETION CERTIFICATE"). Such COMPLETION CERTIFICATE shall not

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release the CONTRACTOR from any guarantees, warranties or other provisions of this AGREEMENT or under any law that expressly or by nature extend beyond and survive such acceptance.

## 5. COMPLIANCE WITH LAWS, OBTAINING PERMITS & TAXES

5.1 The CONTRACTOR shall, in performing its obligations under this AGREEMENT:

- (a) give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals required in order to perform its obligations under this AGREEMENT; and
- (b) at all times comply with all applicable laws, including all laws regarding HSE. The CONTRACTOR shall indemnify and hold the COMPANY harmless against and from the consequences of any failure to comply with the foregoing.

5.2 Where value added tax or similar charges in respect of transactions involving the sale or provision of goods and/or services and payable to any governmental authority in the UAE in accordance with the VAT law is applicable to any SERVICES supplied pursuant to this AGREEMENT, the CONTRACTOR:

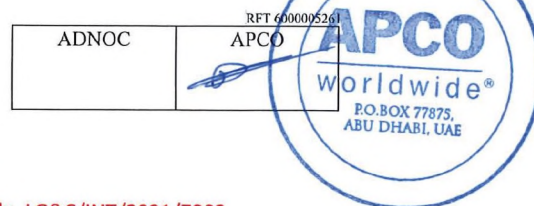
- (a) subject to compliance with Article 7.1(j) and Article 5.1(b), is entitled to charge UAE VAT on the applicable supply at the applicable rates under applicable laws of the UAE in relation to VAT, including "Federal Decree – Law No. (8) of 2017 on Value Added Tax";
- (b) shall include the UAE VAT amount as an additional line item on the applicable invoice; and
- (c) shall do such other things and provide such other information and documents as may be reasonably required by the COMPANY to enable the COMPANY to claim an input credit or refund under VAT law. Where costs incurred by one PARTY are to be reimbursed or indemnified by the other PARTY under this AGREEMENT, the amount to be reimbursed or payable under the indemnity, as applicable, shall be calculated net of any input tax credits under the VAT law that the PARTY seeking reimbursement or indemnification is entitled to in respect of the cost incurred.

5.3 The CONTRACTOR shall not be liable for any customs duties levied in the Abu Dhabi on the CONTRACTOR equipment and MATERIALS supplied by the CONTRACTOR (excluding construction equipment) imported solely for the performance of the SERVICES under this AGREEMENT. The COMPANY shall, upon request by the CONTRACTOR, provide such reasonable documents and assistance to the CONTRACTOR as may be necessary for obtaining such customs duties exemption, provided however, as a condition precedent to such exemption, the CONTRACTOR shall comply with all requirements of the COMPANY's prescribed import procedures as may be revised from time to time, and in particular, without limitation:

- (a) All CONTRACTOR equipment and MATERIALS to be imported into Abu Dhabi shall be shipped in the name of the CONTRACTOR, as consignee, and shall be marked "FOR COMPANY". The Bill of Lading/Airway Bill and invoice shall incorporate the relevant AGREEMENT number;
- (b) the CONTRACTOR shall, forward to the COMPANY all particulars and details of every consignment with copies of the shipping documents as the COMPANY may require in sufficient time for the COMPANY, to give instructions regarding clearance and duty exemption;

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- (c) the COMPANY will advise the CONTRACTOR as to the document which the local customs authorities require for import of CONTRACTOR equipment and MATERIALS. The CONTRACTOR will deliver to the COMPANY such documents as early as possible, but not less than fourteen (14) days before the arrival of such CONTRACTOR equipment and MATERIALS; and
- (d) the CONTRACTOR has attempted to secure locally such items that are comparable in quality, price and suitability to those imported, but has failed to obtain them in the local market.

5.4 The exemption provided in Article 5.3 does not extend to:

- (a) any construction equipment, as well as, other CONTRACTOR equipment and MATERIALS, which in the opinion of the COMPANY, are imported by the CONTRACTOR not for the sole purpose of carrying out the SERVICES;
- (b) CONTRACTOR equipment following the COMPLETION DATE, expiry or termination of this AGREEMENT, unless the CONTRACTOR equipment will continue to be used for the performance of services for the ADNOC group under a separate agreement; and/or
- (c) to personal effects of the CONTRACTOR or those of the CONTRACTOR personnel. Customs duties on such CONTRACTOR equipment and personal effects shall be borne entirely by the CONTRACTOR.

5.5 The COMPANY will not entertain any requests for temporary customs duty exemption. The CONTRACTOR shall deal with and address such requests directly to the Abu Dhabi Customs Authorities. The COMPANY, however, shall upon request by the CONTRACTOR, issue a letter confirming duration of this AGREEMENT.

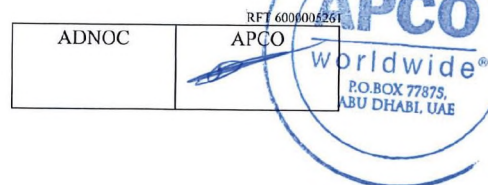
## 6. AUDIT

6.1 Subject to Article 6.3, the COMPANY and its authorised representatives, agents or auditors shall have the right to audit, during business hours and upon reasonable notice, all books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts, policies and procedures and memoranda of the CONTRACTOR and any subcontractor in order to:

- (a) verify the accuracy of any reimbursable fees payable by the COMPANY;
- (b) verify the costs submitted by the CONTRACTOR in relation to any adjustments to the FEES;
- (c) verify the CONTRACTOR's and any subcontractor's compliance with the AGREEMENT and LAWS;
- (d) identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security;
- (e) identify or investigate any circumstances which may impact upon the financial stability of the CONTRACTOR;
- (f) verify the accuracy and completeness of any technical processes;
- (g) review the CONTRACTOR's quality management systems; and/or

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- (h) review the CONTRACTOR's compliance with the COMPANY's HSE requirements.
- 6.2 The CONTRACTOR shall be responsible for ensuring that all such books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts, policies, procedures and memoranda of the CONTRACTOR and any SUBCONTRACTOR are preserved and made available at any time for audit, without any additional compensation therefor, for up to two (2) years from date of completion of the SERVICES (as evidenced by the issuance of the COMPLETION CERTIFICATE) or the termination of the AGREEMENT, whichever is earlier. The COMPANY and its authorised representatives, agents or auditors shall have the right to photocopy or otherwise reproduce, at their own cost, any such books, records, accounts, correspondence, instructions, specifications, plans, drawings, receipts and memoranda of the CONTRACTOR and its subcontractors.
- 6.3 The COMPANY's audit rights in this Article 6 shall apply provided always that the CONTRACTOR shall not be required to disclose:
- (a) information relating to any THIRD PARTY which is subject to a legally binding confidentiality agreement which would prohibit disclosure pursuant to Article 8;
  - (b) the identity of or information relating to the CONTRACTOR's other customers;
  - (c) financial pricing information, except in relation to reimbursable fees as set out above; or
  - (d) any information which is protected as a trade secret.
- 7. FEES, INVOICING & PAYMENT**
- 7.1 The FEES are inclusive of and intended to cover, all costs and disbursements incurred by the CONTRACTOR and shall remain fixed for the duration of this AGREEMENT. The FEES do not include any allowance for, and are exclusive of, UAE VAT. The description of the FEES and the requirements in respect of invoicing are set out in ANNEXURE 3. In addition to such invoicing requirements, each invoice shall be signed and stamped with the official CONTRACTOR stamp and include:
- (a) this AGREEMENT number;
  - (b) the reason for which payment or stage payments are required;
  - (c) the necessary supporting documentation to enable the COMPANY to determine the accuracy of the invoice;
  - (d) the fees payable together with any UAE VAT payable in accordance with Article 5;
  - (e) the SERVICES for which payment is required, with references to this AGREEMENT;
  - (f) any other additional amounts that may have become due to the CONTRACTOR under this AGREEMENT or otherwise;
  - (g) any amounts that may have become due to the COMPANY under this AGREEMENT or otherwise, and which apply as credit against the fees payable to the CONTRACTOR;
  - (h) the net amount claimed as payable by the CONTRACTOR or the net credit owing to the COMPANY, as applicable;

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- (i) bank details where payments are to be made; and
- (j) any invoicing requirements in relation to UAE VAT as may be notified by the COMPANY to the CONTRACTOR from time to time.

7.2 The undisputed amounts of any invoices shall be due and payable by the COMPANY to the CONTRACTOR's nominated account thirty (30) days from the date of receipt by the COMPANY of a valid invoice, provided always that any documentation required by the COMPANY in order to determine the accuracy of the invoices has been provided by the CONTRACTOR.

## 8. CONFIDENTIALITY

8.1 The CONTRACTOR shall not at any time disclose to any person any information (whether confidential or otherwise) disclosed to it by the COMPANY concerning the business affairs of the COMPANY, this AGREEMENT and any drafts thereof or any discussions and negotiations between the PARTIES pertaining to this AGREEMENT (the "**CONFIDENTIAL INFORMATION**"). Notwithstanding the forgoing, the CONTRACTOR shall be entitled to disclose the CONFIDENTIAL INFORMATION to:

- (a) directors, officers and employees, to the extent such person needs to know such information for the purposes of or in connection with the CONTRACTOR performing its obligations under this AGREEMENT; or
- (b) to the extent required by law (including without limitation, any rule or regulation of any organised securities exchange, market or automated quotation system on which any of the disclosing PARTY's securities are listed or quoted), court order or by any governmental authority or regulatory authority, provided that the disclosing PARTY uses its reasonable commercial efforts to provide the other PARTY with prompt notice of such requirement in order to enable the non-disclosing PARTY to undertake appropriate measures to prevent or restrict the disclosure of such CONFIDENTIAL INFORMATION.

8.2 The obligations of confidentiality contained in this Article 8 shall survive the expiry or termination of this AGREEMENT.

## 9. INTELLECTUAL PROPERTY

9.1 Each PARTY shall retain exclusive ownership of all INTELLECTUAL PROPERTY RIGHTS owned by such PARTY as at the date of this AGREEMENT or otherwise produced by such PARTY outside of this AGREEMENT, including any enhancement thereto. The CONTRACTOR grants the COMPANY and its affiliates a royalty-free, irrevocable, non-exclusive, perpetual and transferable license to use any pre-existing INTELLECTUAL PROPERTY RIGHTS contained in any materials, documents or deliverables provided by the CONTRACTOR under this AGREEMENT provided always that such use shall not extend to the commercial exploitation of the pre-existing intellectual property.

9.2 Except in relation to pre-existing INTELLECTUAL PROPERTY RIGHTS, any INTELLECTUAL PROPERTY RIGHTS created by the CONTRACTOR in the performance of the SERVICES shall, on creation, vest in the COMPANY. From the date the relevant rights vest in the COMPANY in accordance with this Article 9.2 and otherwise in accordance with Article 9.4, the COMPANY grants the CONTRACTOR a limited, royalty-free, revocable, non-exclusive and non-transferable licence to use such INTELLECTUAL PROPERTY RIGHTS for the sole purpose of providing the SERVICES to the COMPANY.

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- 9.3 Except as set out in this Article 9 or in Article 22.7, neither PARTY shall acquire any right, title or interest in or to the INTELLECTUAL PROPERTY RIGHTS of the other PARTY and nothing in this AGREEMENT shall give rise to any obligation to convey such rights.
- 9.4 The CONTRACTOR shall ensure that:
- (a) it shall take all such steps and execute all such assignments and other documents as the COMPANY may require to ensure that:
    - (i) all INTELLECTUAL PROPERTY RIGHTS required to vest in the COMPANY pursuant to Article 9.2 vest in and belong to the COMPANY; and
    - (ii) the licence granted pursuant to Article 9.1 is perfected;
  - (b) it shall not register any MATERIALS in the name of the CONTRACTOR or any THIRD PARTY (including any of the CONTRACTOR's or any THIRD PARTY's officers, directors, employees, representatives, subcontractors, advisers and agents);
  - (c) in carrying out the SERVICES, it shall not infringe any INTELLECTUAL PROPERTY RIGHTS owned by a THIRD PARTY; and
  - (d) the SERVICES and the MATERIALS shall not infringe any INTELLECTUAL PROPERTY RIGHTS owned by a THIRD PARTY whether by reason of the use or exploitation of any such MATERIALS or otherwise.
- 9.5 For the purposes of this AGREEMENT, the term "INTELLECTUAL PROPERTY RIGHTS" shall mean:
- (a) patents, trademarks, service marks, rights in design, trade names, trade secrets, copyrights and topography rights, database rights, rights in trade names and domain names, know-how, goodwill and the right to sue for passing off, secret formulae and processes, rights protecting goodwill and reputation, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights in each case whether registered or not;
  - (b) applications and rights to apply for registration of any of them;
  - (c) rights under licences and consents in relation to any of them; and/or
  - (d) all forms of protection of a similar nature, or having equivalent, or similar effect to any of them which subsist or will subsist now or in the future anywhere in the world.

## 10. MATERIALS & TITLE

Where materials of any kind are intended to form part of, or do form part of, the SERVICES ("MATERIALS"), the CONTRACTOR shall ensure that such MATERIALS are new, of the highest quality, fit for their intended purposes and consistent with the nature and character of the SERVICES. Title to MATERIALS shall transfer to the COMPANY upon the earlier of:

- (i) the incorporation of such MATERIALS into the assets of the COMPANY; and
- (ii) the date of payment for the MATERIALS by the COMPANY.

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**11. LIENS & ENCUMBRANCES**

The CONTRACTOR warrants as a condition of this AGREEMENT that it has, or will have, title to all MATERIALS free and clear of all claims, liens, charges, encumbrances or other security interests and that it has the ability to pass the same to the COMPANY in accordance with this AGREEMENT. If, notwithstanding the foregoing, any such MATERIALS are subject to any claims, liens, charges, encumbrances or other security interests, the CONTRACTOR shall discharge same at its cost and if the CONTRACTOR fails to do so, the COMPANY may discharge the same and the costs incurred in so doing will be a debt due and payable from the CONTRACTOR to the COMPANY.

**12. INDEMNITY**

12.1 The CONTRACTOR shall indemnify and hold harmless the COMPANY, its affiliates, its personnel, its other contractors (but shall exclude the CONTRACTOR INDEMNIFIED PARTIES) and any co-venturers (the "**COMPANY INDEMNIFIED PARTIES**") from and against all losses, claims, liabilities, damages and costs (including legal costs) arising out of or in connection with any:

- (a) action brought against the COMPANY INDEMNIFIED PARTIES based on any claim that the SERVICES or any documentation produced as part of the SERVICES (or any part thereof) infringe the intellectual property rights of a THIRD PARTY (except for any THIRD PARTY claims which are based solely on any information or materials provided by the COMPANY to the CONTRACTOR);
- (b) accident, death or injury to the CONTRACTOR's personnel or damage to the property of the CONTRACTOR, its personnel and its subcontractors (the "**CONTRACTOR INDEMNIFIED PARTIES**") that arises out of the CONTRACTOR's performance of the SERVICES and/or this AGREEMENT, except, in each case, to the extent arising out of the gross negligence of the COMPANY INDEMNIFIED PARTIES; and
- (c) damage to the property of any person other than the COMPANY INDEMNIFIED PARTIES or the CONTRACTOR INDEMNIFIED PARTIES (a "**THIRD PARTY**") or the accident, death or personal injury of any THIRD PARTY that arises out of the CONTRACTOR's performance of its obligations under this AGREEMENT, except to the extent arising out of a negligent act or omission or wilful misconduct of the COMPANY INDEMNIFIED PARTIES.

12.2 The COMPANY shall indemnify and hold harmless the CONTRACTOR INDEMNIFIED PARTIES from and against all losses, claims, costs, liabilities, damages and expenses (including legal expenses) arising from or in connection with any:

- (a) accident, death or injury to the COMPANY INDEMNIFIED PARTIES' personnel or damage to the COMPANY INDEMNIFIED PARTIES' property that arises out of or in connection with this AGREEMENT, except to the extent arising out of the gross negligence of the CONTRACTOR INDEMNIFIED PARTIES; and
- (b) damage to the property of any THIRD PARTY or the accident, death or personal injury of any THIRD PARTY that arises from the act or omission or wilful misconduct of the COMPANY INDEMNIFIED PARTIES in connection with the COMPANY's performance of its obligations under this AGREEMENT, except to the extent arising out of a negligent act or omission or wilful misconduct of the CONTRACTOR INDEMNIFIED PARTIES.

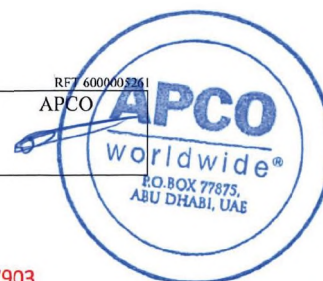
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13.1 The total liability of either PARTY to the other PARTY arising under or in connection with this AGREEMENT or the performance of the SERVICES shall be limited to one hundred percent (100%) of the total FEES under this AGREEMENT. This is provided always that neither PARTY excludes or limits its liability in relation to:

- (a) gross negligence, wilful misconduct or fraud;
- (b) breaches of Article 8;
- (c) in respect of the CONTRACTOR the indemnities provided by the CONTRACTOR under Articles 5 and 12; and
- (d) in respect of the COMPANY the indemnities provided by the COMPANY under Article 12.

**14. SUBCONTRACTORS**

The CONTRACTOR shall not be entitled to subcontract all or any part of the SERVICES without the prior written approval of the COMPANY. In its agreement with each subcontractor, the CONTRACTOR shall include express provisions by which the CONTRACTOR agrees to pay the subcontractor within thirty (30) days from the date of receipt of a valid and undisputed invoice, or, where such invoice is valid but disputed, the CONTRACTOR shall pay any undisputed portion of such invoice within thirty (30) days from the date of receipt.

**15. INSURANCE**

The CONTRACTOR shall maintain such full and comprehensive insurance policies in respect of the SERVICES as would ordinarily be required in accordance with good industry practice and all applicable laws. Any insurance arranged in accordance with this Article 15, shall be obtained in accordance with Article 26 of Federal Law No. (6) of 2007, as far as possible. However, the COMPANY may at its discretion accept insurance policies from other competent insurance companies provided that such insurance policies meet all other requirements mentioned in this Article 15. The CONTRACTOR's compliance with the insurance requirements set out in this Article 15 shall not be construed as limiting the CONTRACTOR's liability to the COMPANY and others as set out in Article 12.

**16. AMENDMENTS**

Any changes to this AGREEMENT must be agreed in writing and signed by both PARTIES.

**17. TERMINATION**

17.1 The COMPANY may terminate all or part of this AGREEMENT:

- (a) with immediate effect by written notice to the CONTRACTOR, if one or more of the following occurs, where the CONTRACTOR:
  - (i) becomes insolvent, bankrupt, goes into liquidation or administration or is subject to events of a similar nature;
  - (ii) suspends or abandons the performance of the SERVICES or repudiates this AGREEMENT; and/or

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(iii) breaches a material obligation under this AGREEMENT, including Articles 2.1(c), 2.1(d), 5, 14 and 20; or

(b) for any reason, upon at least fifteen (15) days' notice to CONTRACTOR.

17.2 In the case of any termination under this Article 17, the COMPANY shall pay for the portion of the SERVICES performed and completed prior to the date of termination. In the case of termination under Article 17.1(b) the COMPANY shall reimburse the CONTRACTOR for its reasonable and auditable costs (excluding profit and overhead) incurred as a direct result of the termination which could not reasonably have been mitigated by the CONTRACTOR and are not otherwise covered by payments from the COMPANY to the CONTRACTOR in accordance with this Article 17. The CONTRACTOR's entitlement to payment pursuant to this Article 17 shall be the CONTRACTOR's sole and exclusive remedy arising out of, or in any way in connection with, the termination and the reasons for the termination.

#### 18. CONSEQUENTIAL LOSS

Neither PARTY shall have any liability to the other PARTY, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss or any loss of profit or revenue, loss of production or downtime costs, loss of opportunity, loss of contract or loss of goodwill or other pure economic loss arising under or in connection with this AGREEMENT ("CONSEQUENTIAL LOSS"). This is provided always that this Article 18 shall not apply in relation to, or otherwise limit or affect, liability of either PARTY to indemnify in respect of CONSEQUENTIAL LOSS of a THIRD PARTY.

#### 19. ENTIRE AGREEMENT

This AGREEMENT sets out the entire agreement between the PARTIES. Unless otherwise expressly stipulated in this AGREEMENT, no other term, express or implied, forms part of this AGREEMENT, including any standard terms and conditions of the CONTRACTOR. No usage, custom or course of dealing forms part of or affects this AGREEMENT. Each PARTY waives all claims, rights and remedies for all representations made to it by any person before entering into this AGREEMENT and not set out in this AGREEMENT.

#### 20. ASSIGNMENT

The COMPANY shall be free to assign, novate or transfer any of its rights or obligations under this AGREEMENT without the consent of the CONTRACTOR and the CONTRACTOR hereby consents unconditionally to such assignment, novations or transfer. The CONTRACTOR shall execute any documentation required to ensure that the assignment is properly executed in accordance with the applicable law. The CONTRACTOR may not assign, novate or transfer any of its rights, obligations or interests under and in connection with this AGREEMENT without the prior written consent of the COMPANY.

#### 21. GOVERNING LAW & DISPUTE RESOLUTION

21.1 This AGREEMENT shall be governed by, and construed in accordance with the laws of Abu Dhabi and the applicable Federal Laws of the UAE. The PARTIES shall attempt in good faith to amicably settle any dispute, controversy or claim arising out of or in connection with the conclusion, validity, effect, interpretation, performance, termination or dissolution of this AGREEMENT and/or any non-contractual obligations arising out of or in connection with this AGREEMENT ("DISPUTE"). If the DISPUTE is

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not settled amicably within sixty (60) days from the date the DISPUTE is first notified in writing to the other PARTY, such DISPUTE shall be referred by any PARTY for resolution by the courts of Abu Dhabi, who shall have exclusive jurisdiction to hear and determine any action or proceeding and to resolve any DISPUTES which may arise out of or in relation to this AGREEMENT.

- 21.2 Each PARTY hereby undertakes that it will comply, and will take all necessary measures to facilitate that the other PARTY complies, with any law that is applicable or relevant to the performance of this AGREEMENT.

## **22. COMPANY DATA**

- 22.1 The PARTIES agree that title to the COMPANY DATA shall vest in the COMPANY upon creation and that the COMPANY shall retain sole and exclusive title to and the right to use any COMPANY DATA.
- 22.2 The CONTRACTOR acknowledges that:
- (a) the COMPANY DATA is the sole property of the COMPANY;
  - (b) the COMPANY reserves all INTELLECTUAL PROPERTY RIGHTS which may subsist in the COMPANY DATA; and
  - (c) the COMPANY reserves the sole and exclusive right to use the COMPANY DATA other than in performance of this AGREEMENT.
- 22.3 The COMPANY shall provide to the CONTRACTOR the COMPANY DATA insofar as required to perform the SERVICES and grants to the CONTRACTOR, for the sole purpose of performing the SERVICES under this AGREEMENT, a non-exclusive and non-transferable right to use the COMPANY DATA, including the right to store, load, process, modify and copy the COMPANY DATA. The COMPANY shall provide only copies of COMPANY DATA and the COMPANY shall retain all originals and/or back-up copies of any COMPANY DATA provided to the CONTRACTOR.
- 22.4 The CONTRACTOR and its personnel shall, in accordance with GOOD INDUSTRY PRACTICE and to the extent possible:
- (a) not use or reproduce the COMPANY DATA in whole or in part in any form except as expressly permitted by the COMPANY in accordance with this AGREEMENT;
  - (b) if the CONTRACTOR stores any COMPANY DATA, keep such COMPANY DATA physically and technically separate from the data of its other customers and identify it as CONFIDENTIAL INFORMATION;
  - (c) ensure that no COMPANY DATA is transferred, transported or transmitted outside of the UAE without the prior written consent of the COMPANY;
  - (d) apply appropriate security procedures within the CONTRACTOR's premises and the SITE and take all precautions necessary to preserve the integrity of the COMPANY DATA;
  - (e) ensure that no unauthorised THIRD PARTY obtains access to any COMPANY DATA or any information forming part of or being used in connection with the SERVICES for any reason, including, without limitation, as a result of any act or omission of the CONTRACTOR or its personnel;
  - (f) ensure that it and its personnel do not deliberately or negligently corrupt, erase or otherwise alter the COMPANY DATA;

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- (g) not disclose passwords supplied by the COMPANY to access the COMPANY's computers or data to any person other than the CONTRACTOR's personnel who need such passwords to perform the SERVICES; and
  - (h) take all reasonable steps to avoid a breach of this Article 22.4 and, in case of a breach or suspected breach, immediately notify the COMPANY of such breach or suspected breach and take all steps to prevent it from occurring or reoccurring (as the case may be) and mitigate it.
- 22.5 If any COMPANY DATA is corrupted, lost, degraded or otherwise altered due to an act or omission of the CONTRACTOR or its personnel, or if the CONTRACTOR otherwise fails to fulfil its obligations under this AGREEMENT, the COMPANY may, at the cost and expense of the CONTRACTOR:
- (a) require the CONTRACTOR to restore (or procure the restoration of) the COMPANY DATA as soon as practicable and, in any case, within five (5) days (or such other longer period) of the COMPANY requiring the CONTRACTOR to do so; or
  - (b) itself restore (or procure the restoration of) the COMPANY DATA.
- 22.6 Except as set out in this Article 22, the CONTRACTOR shall not acquire any right, title or interest in or to the COMPANY DATA, and nothing in this AGREEMENT shall give rise to any obligation to convey such rights.
- 22.7 The CONTRACTOR shall not acquire any right, title or interest in any INTELLECTUAL PROPERTY RIGHT as a result of, or in connection with the unauthorized use of COMPANY DATA by the CONTRACTOR or its personnel (whether with or without other data), and nothing in this AGREEMENT shall give rise to any obligation to convey such INTELLECTUAL PROPERTY RIGHT. If any such INTELLECTUAL PROPERTY RIGHT is created, it shall solely and exclusively vest in the COMPANY upon its creation.
- 22.8 Nothing in this Article 22 shall prevent either PARTY from using any techniques, methodologies, ideas or know-how gained during the performance of this AGREEMENT in the course of its normal business to the extent that this use does not result in an infringement of INTELLECTUAL PROPERTY RIGHTS or in a disclosure of the other PARTY's CONFIDENTIAL INFORMATION.
- 22.9 For the purposes of this Article 22:
- (a) "COMPANY DATA" means the data, text, drawings, designs, reports, studies, calculations, machine-readable or computer generated information, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:
    - (i) are supplied to the CONTRACTOR by or on behalf of the COMPANY; or
    - (ii) the CONTRACTOR or its personnel create, generate, collect, process, store or transmit for the COMPANY in connection with this AGREEMENT and/or the performance of the SERVICES; and
  - (b) "GOOD INDUSTRY PRACTICE" means, in relation to any undertaking or any circumstances, the exercise of the skill, care, diligence, prudence, foresight and judgement which would be expected from a suitably skilled, trained and experienced person operating to the standard that would be expected of an internationally renowned and leading provider of works or services similar to the SERVICES.

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The CONTRACTOR undertakes that neither it nor any of its affiliates, employees, subcontractors, connected persons or other personnel shall, without the prior written consent of the COMPANY, make any public announcement in respect of the SERVICES (or any part thereof) and or this AGREEMENT, including that the SERVICES are (or were) under consideration, that negotiations or discussions are (or were) taking place between the parties, the status, progress or content of such negotiations (including termination of negotiations) or that CONFIDENTIAL INFORMATION has been and/or will be provided or received.

**24. ADNOC BRAND**

The CONTRACTOR shall not use the COMPANY's trademarks, logos, or corporate marks without the prior written consent of the COMPANY.

**25. CREDITS**

To the extent that the SERVICES and/or MATERIALS (in whole or in part) shall include, mention and/or reflect the names and/or other details of any crew members or other personnel who worked on or participated in the provision of the SERVICES and/or MATERIALS (in whole or in part), the inclusion of such names and/or other details shall always be subject to the prior written approval of the COMPANY (in its sole discretion).

**26. NOTICES**

All enquiries and notices to be addressed are to be in writing and directed as follows:

	To the COMPANY:	To the CONTRACTOR:
Name:	Omar Zaafrani	Muhammad Al Badri
Position:	Senior Vice President, Group Communications & Corporate Social Responsibility	Managing Director
Address:	PO Box 898, Abu Dhabi, United Arab Emirates	Park Rotana Office Complex, 4-08 & 4-09, 4th Floor Khalifa Park, Abu Dhabi, United Arab Emirates
Tel:	+971 2 70 75999	+971 2 4917552
E-mail:	ozaafrani@adnoc.ac	malbadri@apcoworldwide.com

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**ANNEXURE 3**  
**DESCRIPTION OF SERVICES, FEES, INVOICING PROCEDURES, & SITE**

**1. SERVICES**

CONTRACTOR shall provide the following services to COMPANY during the term within the budget set forth herein:

- Mutually agreed amount of strategic communications and media relations services within the United States to represent the UAE's climate envoy in its interactions with the United States as it relates to the global climate agenda.

**2. FEES**

CONTRACTOR shall provide the services as described herein for a fixed fee of USD \$45,000, plus any UAE VAT payable in accordance with Article 5 of ANNEXURE 2, to be invoiced upon execution of this AGREEMENT.

In addition, the COMPANY shall reimburse the CONTRACTOR for expenses incurred in the performance of this AGREEMENT such expenses shall be invoiced monthly in arrears.

**3. INVOICING**

According to ANNEXURE 3, invoices shall be submitted through SAP Ariba system. No hardcopies invoices are accepted.

Scan and submit your invoice through SAP Ariba system to allow Finance completing the payment process.

Note: Kindly communicate ADNOC supplier enablement team via 8004455 for any issues

**4. SITE (if any) / Contact Person / Contact Number****4.1 For the COMPANY:**

Name: Omar Zaafrani

Position: Senior Vice President, Group Communications & Corporate Social Responsibility

Address: PO Box 898, Abu Dhabi, United Arab Emirates

Tel: +971 2 70 75999

Email: ozaafrani@adnoc.ae

**4.2 For the CONTRACTOR:**

Name: Muhannad Al Badri

Position: Managing Director

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Address: Park Rotana Office Complex, 4-08 & 4-09, 4th Floor Khalifa Park, Abu Dhabi, United  
Arb Emirates

Tel: 971 2 4917552

Email: malbadri@apcoworldwide.com

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**ANNEXURE 4**  
**ICV IMPROVEMENT PLAN**  
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